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ABSTRACT

Contained in this document is the agreement between the State of New York and the United University Professions, Incorporated. The duration of the agreement is from July 1, 1974 through June 30, 1976. Articles of the agreement cover: academic freedom; grievance procedures; employee organization leave; discipline; travel allowance; sabbatical leaves; holidays; personnel files; retrenchment; management rights and individual appointments. (PG)

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STATE UNIVERSITY
PROFESSIONAL SERVICES
NEGOTIATING UNIT
AGREEMENT

Agreement made by and between the Executive Branch of the State of New York ("State") and United University Professions, Inc. ("UUP").

Preamble

It is the policy of the State to continue harmonious and cooperative relationships with the employees of the State University of New York. This policy is effectuated by the provisions of the Public Employees' Fair Employment Act granting members of the Professional Services Negotiating Unit the rights of organization and collective representation concerning the determination of the terms and conditions of their employment.

The State and UUP, recognizing the special character of the State University of New York, now desire to enter into an agreement reached through collective negotiations which will have for its purposes, among others to recognize the legitimate interests of the employees of the State University of New York to participate through collective negotiations in the determination of the terms and conditions of their employment and to provide for the adjustment of matters of mutual interest by means of amicable discussion.

Provisions of this Preamble shall not be subject to the provisions of Article 7, Grievance Procedure, of this Agreement.

ARTICLE 1

Academic Freedom

§ 1.1 It is the policy of the University to maintain and encourage full freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom the faculty member may, without limitation, discuss his own subject in the classroom; he may not, however, claim as his right the privilege of discussing in his classroom controversial matter which has no relation to his subject. The concept of freedom shall be accompanied by a corresponding concept of responsibility. In his role as a citizen, every employee has the same freedoms as other citizens. However, in his extramural utterances he has an obligation to indicate that he is not an institutional spokesman.

ARTICLE 2

Recognition and Unchallenged Representation

§ 2.1 Recognition

The State, pursuant to the certification of the Public Employment Relations Board, recognizes UUP as the exclusive representative for collective

negotiations with respect to salaries, wages, hours and other terms and conditions of employment of employees serving in positions in the Professional Services Negotiating Unit in the State University of New York.

§ 2.2 Unchallenged Representation

The State and UUP agree, pursuant to Section 208 of the Civil Service Law, that UUP shall have unchallenged representation status for the maximum period permitted by law.

ARTICLE 3

Exclusive Negotiations

§ 3.1 The State will not negotiate with any other employee organization concerning the terms and conditions of employment under the Public Employees' Fair Employment Act, as amended, of employees in the Professional Services Negotiating Unit.

ARTICLE 4

Definitions

§ 4.1 For the purposes of this Agreement the following terms shall be defined as provided by this Article.

a. "University" shall mean State University of New York.

b. "Employee" shall mean a person serving in a position in the Professional Services Negotiating Unit.

c. "Academic employee" shall mean an employee serving in a position of academic rank or qualified academic rank.

d. "Professional" or "professional employee" shall mean an employee other than an academic employee.

e. "Campus President" shall mean the chief administrative officer of a campus whether called a president, dean, provost, director or otherwise.

f. "Campus" shall mean a State-operated institution of the University including those which may be established during the term of this Agreement. The central office of the University shall be deemed a "campus."

g. "Policies" shall mean the Policies of the Board of Trustees of the University.

h. Pronominal references to gender are intended to include both male and female employees.

ARTICLE 5

Changes in Current Policies

§ 5.1 The State of New York agrees to effect any changes in current Policies which are in conflict with this Agreement and in the event of any inconsistency or conflict of Policies or campus by-laws the provisions of this Article shall apply.

ARTICLE 6

Benefits Preserved

§ 6.1 With respect to matters not covered by this Agreement, the State will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation for employees without prior notice to UUP, and when appropriate, without negotiations with UUP. Negotiations as used in this Section shall not be deemed a reopener to which Section 209 of the Civil Service Law shall be applicable.

ARTICLE 7

Grievance Procedure

§ 7.1 Purpose

The purpose of this Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances. The orderly process hereinafter set forth shall be the sole method for the resolution of grievances. The State, UUP and employees shall endeavor initially to resolve grievances informally when feasible.

§ 7.2 Definition

a. A grievance is a dispute concerning the interpretation, application or claimed violation of a specific term or provision of this Agreement.

b. The term grievance shall also be deemed to mean a claimed failure by the State to follow the procedural steps provided by Articles of the Poli-

cies relating to appointment and promotion of academic employees or relating to appointment, promotion or evaluation of professional employees (hereinafter referred to as "Policy Articles").

c. A claim of improper or unjust discipline shall be processed in accordance with Article 19, Discipline, of this Agreement and shall not be subject to the grievance procedure contained in this Article.

§ 7.3 Representation

a. UUP shall have the exclusive right to represent any employee, upon his request, at any step of this grievance procedure; provided, however, that an individual employee may, upon notice to UUP, initiate and represent himself in processing his own individual grievance at Steps 1 and 2; provided further, however, no resolution of an individually processed grievance shall be inconsistent with this Agreement and for this purpose UUP shall receive prior notice, and a reasonable opportunity to be heard, on the resolution of any grievance so processed at Steps 1 and 2.

b. UUP shall have the right, but not the obligation, to initiate at Step 2 a grievance which directly involves employees at more than one campus.

§ 7.4 Requirements for Filing Grievances and Grievance Appeals

a. A grievance must be submitted in writing on forms to be provided by the State.

b. Each grievance shall contain a short, plain statement of the grievance, the facts surrounding it, the specific term or provision of this Agreement claimed to have been violated, and the remedy sought.

§ 7.5 Procedures for Processing Grievances and Grievance Appeals

a. Step 1. A grievance shall be filed by an employee or UUP, as appropriate, at Step 1 with the Campus President or his designee within 45 calendar days following the act or omission giving rise thereto, or the date on which the employee first knew or reasonably should have known of such act or omission if that date is later. Where practicable, the grievant may be required to meet with his department or division chairman, Dean or other appropriate administrator in an effort to resolve the grievance informally. The Campus President or his designee shall conduct a review within 10 working days after receipt of the grievance and shall issue a response in writing within 15 working days after receipt of the grievance.

b. Step 2. If the response at Step 1 does not resolve the grievance, the grievant or UUP, as appropriate, may appeal the Step 1 response by filing an appeal with the Chancellor or his designee within 10 working days after receipt of the Step 1 response. Such appeal shall be in writing and shall include a copy of the grievance filed

at Step 1, a copy of the Step 1 decision and a short, plain statement of the reasons for disagreement with the Step 1 decision. The Chancellor or his designee shall conduct a review within 10 working days after receipt of the appeal and shall issue a response in writing to the grievant or UUP, as appropriate, within 25 working days after receipt of the appeal. Except for the time limits for filing, which shall be as specified in Step 1, a grievance initiated by UUP at Step 2 shall be processed in accordance with the procedures of Step 2.

c. Step 3. If the response at Step 2 does not resolve the grievance, UUP, through its President or his designee, with the consent of the employee, as appropriate, may appeal the Step 2 response by filing an appeal with the Director of Employee Relations or his designee within 10 working days after receipt of the Step 2 response. Such appeal shall be in writing and shall include a copy of the grievance filed at Step 1, all prior responses and appeals, and a short, plain statement of the reasons for disagreement with the Step 2 response. The Director of Employee Relations or his designee shall conduct a review within 10 working days after receipt of the appeal and shall issue a response in writing to UUP within 25 working days after receipt of the appeal.

d. Step 4. If the response at Step 3 does not resolve the grievance, UUP, through its President or his designee, may proceed to arbitration by filing within 10 working days after receipt of the

Step 3 response, with the Director of Employee Relations, a notice in writing of intent to proceed to arbitration. Notice of intent to proceed to arbitration must include a proposed statement of the issue to be decided.

§ 7.6 Procedure Applicable to Grievance Review

a. A grievance review at Step 1 shall be informal but the grievant or UUP as his representative, as appropriate, shall meet with the Campus President or his designee for the purpose of discussing the grievance.

b. Reviews at Steps 2 and 3 are intended primarily as reviews of the existing grievance file; however, additional evidence may be presented. Nothing contained herein, however, shall permit the grievant or UUP, as appropriate, to allege violations other than those specified in writing at Step 1. A grievance may be withdrawn at any time by the grievant or UUP, as appropriate.

§ 7.7 Procedures Applicable to Arbitration

a. Selection of Arbitrators

1. The State and UUP shall meet as soon as feasible after the execution of this Agreement to seek agreement on an Arbitration Panel.

2. Within 10 working days after the receipt of a notice of intent to arbitrate, representatives of the State and UUP shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately

striking names from the list of the Arbitration Panel until one name remains. The right of first choice to strike from the list shall be determined by lot. The parties may agree to substitute another person for a member of the Panel.

b. Authority of Arbitrator

1. The arbitrator shall neither add to, subtract from, nor modify the terms or provisions of this Agreement or Policy Articles. He shall confine his decision solely to the application and/or interpretation of this Agreement or whether the procedural steps provided by Policy Articles have been followed, as the case may be.

2. The arbitrator shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

3. Where the provisions of this Agreement or Policy Articles call for the exercise of judgment, the arbitrator shall not substitute his judgment for that of the official making such judgment, but shall be confined to a determination as to whether this Agreement or the procedural steps specified by Policy Articles have been followed. If the arbitrator determines that this Agreement or the procedural steps specified by Policy Articles have not been followed where an exercise of judgment is called for, the arbitrator shall direct that the matter be reconsidered by the appropriate official in accordance with such specified sections of this

Agreement or the procedural steps of the Policy Articles.

c. Arbitrability

1. In the event a disagreement exists regarding the arbitrability of an issue, the arbitrator shall have the authority initially to determine whether or not the issue in dispute is arbitrable under the express terms of this Agreement. Once a determination that an issue is arbitrable has been made, the arbitrator shall proceed to determine the merits of the issue submitted to arbitration.

d. Time and Place of Hearing

1. The arbitrator shall hold the hearing in Albany, unless otherwise agreed to by the parties, within 15 working days of his acceptance of his selection or as soon thereafter as is practicable, and shall issue his decision within 30 calendar days of the hearing unless additional time is agreed to by the parties.

e. Effect of Decision

1. The decision or award of the arbitrator shall be final and binding upon the State, UUP and the employee involved to the extent permitted by and in accordance with applicable law and this Agreement.

f. Fees and Expenses

1. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case.

§ 7.8 Miscellaneous Provisions

a. Time Limits

1. All of the time limits contained in this Article may be extended by mutual agreement of the parties. Upon failure of the State or its representatives to provide a response within the time limits provided in this Article, the grievant or UUP, as appropriate, may appeal to the next step. Upon failure of the grievant or UUP, as appropirate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the response at the prior step.

b. Mailing

1. All grievances and responses shall be transmitted by certified or registered mail, return receipt requested.

2. In the event of a question of the timeliness of any grievance, grievance appeal or response, the postmarks shall be determinative.

c. Precedent

1. Grievances resolved at either Steps 1, 2 or 3 shall not constitute a precedent in any arbitration proceeding unless agreed to in writing by the Director of Employee Relations and UUP, acting through its President.

d. Retroactivity

1. A settlement of or an arbitrator's decision or award upon a grievance may or may not be retroactive as the equities of each case may de-

mand, but in no case shall such resolution be retroactive to a date earlier than 45 calendar days prior to the date the grievance was first presented in accordance with this Article or the date the grievance first occured, if that date is later.

e. Campus

1. An employee who is not directly affiliated with a campus shall file a grievance with a reasonably appropriate campus.

f. "Working days" as used in this Article shall mean Monday through Friday excluding holidays.

ARTICLE 8

Consultation

§ 8.1 Representatives of the Office of Employee Relations shall meet with UUP representatives at mutually agreed upon times to discuss matters of mutual concern. If desired by the other party, the party requesting the meeting shall submit a written agenda in advance of the meeting.

§ 8.2 The Chancellor or his designee shall meet with UUP representatives twice each semester for the purpose of discussing matters of mutual concern, including those matters necessary to the implementation of this Agreement which are University-wide in nature. A written agenda shall be submitted by UUP to the Chancellor no less than five days before the scheduled date of the meeting. At the discretion of the Chancellor, additional matters for discussion may be placed on

the agenda. Nothing contained herein shall prevent the Chancellor or his designee and UUP representatives from meeting on a less frequent basis upon mutual agreement.

§ 8.3 The Campus President or his designee shall meet with local UUP representatives once each month to discuss matters of mutual concern, including those matters necessary to the implementation of this Agreement which are local in nature. A written agenda shall be submitted by UUP to the Campus President no less than five days before the scheduled date of the meeting. At the discretion of the Campus President, additional matters for discussion may be placed upon the agenda. Nothing contained herein shall prevent the Campus President or his designee and local UUP representatives from meeting on a less frequent basis upon mutual agreement.

§ 8.4 Nothing contained herein shall prevent UUP from consulting with the Chancellor or his designee, or the Campus President or his designee, at times other than those set forth above if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE 9

Health Sciences and Medical Centers

§ 9.1 In addition to the consultation provisions of Article 8 of this Agreement, there shall be a

joint labor-management committee at each of the University Health Sciences Centers and Medical Centers which shall meet at mutually convenient times to discuss issues of mutual concern and interest which are peculiar to such Health Sciences Centers and Medical Centers and where appropriate make recommendations to the Campus President. Each such committee shall be composed of six persons, three appointed by the Campus President and three by UUP.

ARTICLE 10

No Discrimination

§ 10.1 The State agrees to continue its established policy prohibiting all forms of illegal discrimination with regard to race, creed, color, religion, national origin, sex or age.

§ 10.2 UUP agrees to continue its established policy prohibiting all forms of illegal discrimination with regard to race, creed, color, religion, national origin, sex or age.

§ 10.3 The State and UUP shall not deliberately discriminate against an employee as a result of the proper exercise of his rights guaranteed by the Public Employees' Fair Employment Act.

§ 10.4 Claims of illegal discrimination under Sections 10.1 and 10.2 of this Article shall be subject to state and federal procedures estab-

lished for such purpose and shall not be subject to provisions of Article 7, Grievance Procedure, of this Agreement.

ARTICLE 11

Employee Organization Leave

§ 11.1 UUP Meetings

a. Delegate Assembly — UUP delegates, State employee members of its Executive Board, and chairmen of its standing committees required by UUP's constitution and by-laws to attend meetings of the Delegate Assembly shall be granted up to three days of employee organization leave per Agreement year, including travel time, for attendance at delegate meetings. Under special circumstances and upon advance request, additional employee organization leave for additional delegate meetings may be granted by the Director of Employee Relations.

b. Executive Board — Each State employee member of UUP's Executive Board shall be granted up to eight days of employee organization leave per Agreement year, including travel time, for attendance at Executive Board meetings. An employee who succeeds a member of such Board shall be granted the balance of employee organization leave available to such member for the Agreement year for attendance at Board meetings.

c. Standing Committees — Each State employee member of UUP's Standing Committees on Nego-

tiations, Legislation, Membership and Finance shall be granted up to four days of employee organization leave per Agreement year, including travel time, for attendance at meetings of his standing committee. An employee who succeeds a member of a standing committee shall be granted the balance of employee organization leave available to such member for the Agreement year for attendance at committee meetings.

§ 11.2 Grievances

a. The UUP Chapter Grievance Chairman shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of processing grievances in accordance with Article 7, Grievance Procedure, of this Agreement.

§ 11.3 Negotiations and Meetings with State

a. Negotiations — A reasonable number of employees serving on UUP's negotiating team shall be granted reasonable and necessary employee organization leave, including travel time, for the purpose of negotiating with representatives of the State.

b. Meetings — A reasonable number of employees shall be granted reasonable and necessary employee organization leave, including travel time, for purposes of attending mutually scheduled meetings with representatives of the State.

§ 11.4 President's Leave

a. An employee elected as President of UUP may be granted, upon his request, a leave of absence with full salary from his regular position for the purpose of serving as President in accordance with the provisions of Section 46 of Chapter 283 of the Laws of 1972, or without salary.

§ 11.5 General

a. Employee organization leave shall be leave with pay and without charge to the employee's leave credits.

b. For the purpose of determining whether an employee is eligible to receive travel time credit, travel time as used in this Article shall mean actual and necessary time spent in travel during normal business hours only.

c. Requests for employee organization leave shall be made to the Campus President or his designee with reasonable advance notice. Employee organization leave for UUP meetings as provided above in Section 11.1 shall not be granted unless UUP provides the Director of Employee Relations or his designee with five days' advance notice of the purpose and dates for which leave is requested and the names and campus locations of employees for whom such leave is requested.

d. UUP shall provide to the Director of Employee Relations within 30 days after the execution

of this Agreement and quarterly as changes occur, a list of UUP officers, chapter officers, and other employees eligible for employee organization leave pursuant to Sections 11.1, 11.2, 11.3(a) and 11.4 of this Article, together with the campus work locations of such employees.

e UUP recognizes that use of employee organization leave shall not impair services rendered to the public. The State recognizes that employee organization leave shall not be unreasonably withheld.

ARTICLE 12

Campus Meeting Facilities

§ 12.1 Upon reasonable advance notice, campus meeting facilities, appropriate to the nature and size of the meeting(s), shall be made available to UUP if there is no conflict with prior scheduled uses of such facilities.

§ 12.2 UUP shall meet any additional expense incurred in the furnishing of such facility.

ARTICLE 13

Bulletin Boards

§ 13.1 UUP shall be permitted to post notices of its activities and matters of UUP concern on one bulletin board in each department. The parties recognize that State property is not an

appropriate place for posting material which constitutes election campaign material for or against any person, organization or faction thereof.

ARTICLE 14

Mail Distribution

§ 14.1 UUP shall have the right to use the campus mail service and mail boxes with respect to employees who, in the ordinary course of their professional employment, receive mail, including bulk mail, at the campus. Methods for implementation of this provision may vary from campus to campus as mutually agreed by the parties.

ARTICLE 15

Payroll Deduction

§ 15.1 UUP shall have the exclusive right to the payroll deduction of employee organization membership dues for employees and no other employee organization shall be accorded any such membership dues payroll deduction privilege.

ARTICLE 16

Lists

§ 16.1 The State shall provide UUP on a quarterly basis with two lists of names and addresses of record of employees in the negotiating unit.

§ 16.2 The State shall include UUP on its mailing lists for distributions to all employees on a University-wide or campus-wide basis. The Campus President shall include UUP on his mailing list for distributions to all employees on a campus-wide basis. UUP shall include the State on its mailing lists. Each party shall designate its address or addresses for these purposes.

§ 16.3 UUP shall provide the State upon the execution of this Agreement, and thereafter as changes occur, with a list of the names, UUP titles and University titles of each of its statewide and chapter officers and Executive Board members.

ARTICLE 17

Information and Data

§ 17.1 The State shall make available to UUP, upon its reasonable request and within a reasonable time thereafter such statistics and financial information related to the collective neogtiating unit and in the possession of the State as are necessary for the preparation for collective negotiations and the processing of grievances in accordance with Article 7, Grievance Procedure, of this Agreement. It is understood that this shall not be construed to require the State to compile information and statistics in any specific form unless mutually agreeable.

ARTICLE 18

Board of Trustees' Meetings

§ 18.1 The Chancellor or his designee will furnish UUP with copies of all proposed changes in Policies affecting terms and conditions of employment prior to action thereon by the Board.

§ 18.2 The Chancellor or his designee will furnish UUP with a copy of the tentative advance agenda of each regular meeting of the Board at the same time it is made available to the members of the Board. Additionally, the Chancellor or his designee will furnish UUP with a copy of the minutes of the Board of Trustees' meetings, upon publication. The minutes described herein refer to that record of Board meetings which, in the normal course, is contained in bound published volumes.

§ 18.3 UUP may request to meet with the Chancellor or his designee in order to discuss matters described in Section 18.1 which appear on the Board's agenda. Such discussion shall take place prior to the Board meeting. The Chancellor will recommend, where he believes it to be appropriate, that the Board or its representatives meet with UUP for the purpose of discussing such issues. This shall not preclude UUP from directly requesting a meeting with the Board of Trustees or its appropriate committee.

§ 18.4 The Board of Trustees of the University shall have the right in its judgment to change its Policies from time to time hereafter, after consultation pursuant to this Article. Nothing contained in this Agreement or actions pursuant thereto shall be deemed a waiver by the State or UUP of their right to assert, at any time hereafter, that the subjects of the Policies may or may not be appropriate subjects of collective negotiations.

ARTICLE 19

Discipline

§ 19.1 Purpose

The purpose of this Article is to provide a prompt, equitable and efficient procedure for the imposition of discipline for just cause. Both parties to this Agreement recognize the importance of counselling and the principle of corrective discipline. Prior to initiating formal disciplinary action pursuant to this Article, the Campus President or his designee is encouraged to resolve matters of discipline informally; provided, however, such informal action shall not be construed to be a part of the disciplinary procedure contained in this Article and shall not restrict the right of the Campus President or his designee to consult with or otherwise counsel employees regarding their conduct or to initiate disciplinary action.

§ 19.2 Exclusive Procedure

Discipline shall be imposed upon employees only pursuant to this Article.

§ 19.3 Definitions

a. "Days" shall mean working days unless otherwise specified and working days shall mean Monday through Friday excluding holidays.

b. "Service" shall mean the act of delivering, in accordance with provisions of this Article, a notice of discipline, a disciplinary grievance, a response to a disciplinary grievance, or an appeal of a disciplinary grievance to disciplinary arbitration. Service shall be effective at the time of personal service or, in the event of mailing, three days from the date of mailing by registered or certified mail.

c. "Party" shall mean the State, and either the employee upon whom discipline is sought to be imposed or his representative selected pursuant to Section 19.8 of this Article.

§ 19.4 Disciplinary Procedure

a. Discipline shall be imposed only for just cause. Where the Campus President or his designee seeks to impose discipline, notice of such discipline shall be made in writing and served upon the employee in person or by registered or certified mail to the employee's address of record. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a

detailed description of the alleged acts and conduct including reference to date, times and places.

b. The penalty proposed may not be implemented until the employee (1) fails to file a disciplinary grievance within 10 days of service of the notice of discipline, or (2) having filed a disciplinary grievance, fails to file a timely appeal to disciplinary arbitration, or (3) having appealed to disciplinary arbitration, until and to the extent that it is upheld by the disciplinary arbitrator, or (4) until the matter is settled.

c. The notice of discipline may be the subject of a disciplinary grievance which shall be served upon the Chancellor or his designee in person or by registered or certified mail by the employee or his representative, on a disciplinary grievance form to be provided by the State, within 10 days of the date of the service of notice of discipline. The employee or his representative shall be entitled to a meeting to present his position to the Chancellor or his designee within 10 days of the date of service of the disciplinary grievance. The purpose of such meeting shall be the possible adjustment of the matter and need not involve the presentation of evidence or specification of particulars by either party. The Chancellor or his designee shall provide the employee or his representative with a response in writing by registered or certified mail within five days of such meeting.

d. If the disciplinary grievance is not settled or otherwise resolved, it may be appealed to dis-

ciplinary arbitration by the employee or his representative within 10 days of the service of the response of the Chancellor or his designee. Notice of appeal to disciplinary arbitration shall be served by registered or certified mail in accordance with the agreement on procedures which shall be executed pursuant to subdivision e. of this Section.

e. The State and UUP shall jointly agree within 60 days of the execution of this Agreement on a panel of disciplinary arbitrators. Each member of the panel shall be assigned a number in rotation and in the event of a disciplinary arbitration, the first arbitrator in order who is available to conduct a hearing within 10 days of his appointment shall serve as the arbitrator. The State and UUP shall agree within such 60 days upon a procedure for maintaining and periodically reviewing the panel of disciplinary arbitrators and for administration of the panel.

f. The disciplinary arbitrator shall hold a hearing within 10 days of his appointment and shall render a decision within five days of the date of the close of the hearing, or within five days after receipt of the transcript, if either party elects a transcript, or within such other period as may be mutually agreed by the parties.

g. Either party wishing a transcript at a disciplinary arbitration hearing may provide for one at its expense and shall provide a copy to the arbitrator and the other party.

h. Disciplinary arbitrators shall confine themselves to determinations of guilt or innocence and the appropriateness of proposed penalties. Disciplinary arbitrators shall neither add to, subtract from nor modify the provisions of this Agreement. The disciplinary arbitrator's decision with respect to guilt or innocence, penalty, or probable cause for suspension, pursuant to Section 19.7 of this Article, shall be final and binding upon the parties, and the disciplinary arbitrator may approve, disapprove or take any other appropriate action warranted under the circumstances, including ordering reinstatement and back pay for all or part of the period of suspension. If the disciplinary arbitrator, upon review, finds probable cause for the suspension, he may consider such suspension in determining the penalty to be imposed.

i. All fees and expenses of the arbitrator, if any, shall be divided equally between the State and UUP or the employee if not represented by UUP. Each party shall bear the cost of preparing and presenting its own case. The estimated arbitrator's fee and expenses and estimated expenses of the arbitration may be collected in advance of the hearing.

§ 19.5 Settlements

a. A disciplinary grievance may be settled at any time following the service of a notice of discipline. The terms of the settlement shall be reduced to writing on the disciplinary grievance

form to be provided by the State. An employee offered such a settlement shall be offered a reasonable opportunity to have a representative present before he is required to execute it.

§ 19.6 Effect of Settlement and Arbitrator's Award

a. All settlements and arbitrator's awards shall be final and binding upon the State, UUP, the employee and his representative if other than UUP.

§ 19.7 Suspension Before Notice of Discipline

a. Prior to issuing a notice of discipline or the completion of the disciplinary grievance procedure provided for in this Article, an employee may be suspended, without pay, by his appointing authority only pursuant to paragraphs 1. or 2. of this Section.

1. The appointing authority or its designee may suspend, without pay, an employee when the appointing authority or its designee determines that there is probable cause that such employee's continued presence on the job represents a potential danger to persons or property or would severely interfere with its operations. Such determination shall be reviewable by a disciplinary arbitrator. A notice of discipline shall be served no later than five days following any such suspension.

2. The appointing authority or its designee may suspend, without pay, an employee charged with the commission of a crime. Such employee shall notify his appointing authority in writing of the

disposition of any criminal charge including a certified copy of such disposition within five days thereof. Within 30 calendar days following such suspension under this paragraph, or within five days from receipt by the appointing authority of notice of disposition of the charge from the employee, whichever occurs first, a notice of discipline shall be served on such employee or he shall be reinstated with back pay. Nothing in this paragraph shall limit the right of the appointing authority or his designee to take disciplinary action during the pendency of criminal proceedings.

§ 19.8 Representation

a. An employee may represent himself or be represented by UUP or counsel at any stage of the disciplinary procedure contained in this Article.

§ 19.9 Limitation

a. An employee shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline. The employee's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed, if any.

ARTICLE 20

Direct Compensation

§ 20.1 The State shall prepare, secure introduction and recommend passage by the Legislature

of appropriate legislation in order to provide the benefits described in this Article.

a. The basic annual salaries as of June 30, 1974 of incumbents of positions in the professional service in the State University in the Professional Services Negotiating Unit shall be increased by six and one-half percent, adjusted to the next higher whole dollar amount, commencing (1) July 1, 1974 for employees having a calendar year professional obligation, or (2) September 1, 1974 for employees having an academic year professional obligation, except that certain incumbents at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purpose of establishing the effective date of eligibility for salary increases shall be granted said salary increase on July 1, 1974 or July 14, 1974 as the case may be.

b. There shall be an additional amount not to exceed three-quarters of one percent of the total of the basic annual salaries on June 30, 1974 of incumbents entitled to a salary increase pursuant to subdivision a. for distribution for meritorious service by the State University Trustees, in their discretion, with the approval of the Director of the Budget. In the distribution of the discretionary funds described in this subdivision, consideration shall be given to employees who are paid at

salaries significantly below the average salary for their rank or grade at their campus.

c. The basic annual salaries as of June 30, 1975 of incumbents of positions in the professional service in the State University in the Professional Services Negotiating Unit shall be increased by six percent, adjusted to the next higher whole dollar amount, commencing (1) July 1, 1975 for employees having a calendar year professional obligation, or (2) September 1, 1975 for employees having an academic year professional obligation, except that certain employees at the State University of New York at Binghamton and the Agricultural and Technical Colleges heretofore specifically identified by the Department of Audit and Control for the purpose of establishing the effective date of eligibility for salary increases shall be granted said salary increase on July 1, 1975 or July 14, 1975 as the case may be.

d. There shall be an additional amount not to exceed three-quarters of one percent of the total of the basic annual salaries on June 30, 1975 of incumbents entitled to a salary increase pursuant to subdivision c. for distribution for meritorious service by the State University Trustees, in their discretion, with the approval of the Director of the Budget.

e. There shall be an additional amount not to exceed one-quarter of one percent of the total of the basic annual salaries on June 30, 1975 of

incumbents entitled to a salary increase pursuant to subdivision c. for distribution for meritorious service by the State University Trustees, in their discretion, with the approval of the Director of the Budget. In the distribution of the discretionary funds described in this subdivision, consideration shall be given to adjustment of demonstrated salary differentials among employees at the same campus in the same rank or grade having comparable backgrounds, experience and skills who are performing the same functions.

f. Nothing contained herein shall prevent the granting by the University, in its discretion, of further upward salary adjustments to individual employees.

g. The term "basic annual salary" means that salary which is obtained through the direct appropriation of State monies for the purpose of paying wages.

ARTICLE 21

Health Insurance and Dental Insurance

§ 21.1 During the term of this Agreement, the State shall provide to employees the generally prevailing health and dental benefits provided through health and dental insurance plans administered for State employees by the Department of Civil Service.

ARTICLE 22

Travel Allowances

§ 22.1 Per Diem, Meal and Lodging Expenses

a. The State agrees to reimburse, on a per diem basis as established by Rules and Regulations of the Comptroller, employees who are eligible for travel expenses, for their actual and necessary expenses incurred while in travel status in the performance of their official duties for hotel lodging, meals and incidental expenses related thereto (hotel tips, etc.) for a full day at the rates generally available to State employees.

§ 22.2 Mileage Allowance

a. The State agrees to provide, subject to the Rules and Regulations of the Comptroller, the maximum mileage allowance rate for the use of personal vehicles for those persons eligible for such allowance in connection with official travel. The allowance paid shall be the current rate generally available to State employees.

ARTICLE 23

Leaves

§ 23.1 Definitions. Whenever used in this Article:

a. The term "calendar year employee" shall mean any employee having a 12-month professional obligation.

b. The term "academic year employee" shall mean any employee other than a calendar year employee.

§ 23.2 Vacation Leave: Calendar Year Employees

a. Accrual of Vacation Credit. Calendar year employees serving on a full-time basis shall accrue credits for vacation leave at the rate of 1 and ¾ days a month during each month, or major fraction thereof, of their service with the University. Calendar year employees serving on a part-time basis shall accrue credits for vacation leave on a pro-rata basis during each month, or major fraction thereof, of their service with the University. To be eligible to accrue credits for vacation leave pursuant to this Section 23.2 during each month, calendar year employees serving on a full-time or part-time basis must have been in full-pay status for each month or major fraction thereof.

b. Accumulation. Accumulations of vacation leave credits pursuant to this Section 23.2 in excess of 40 days shall not be permitted, provided, however, that any employee eligible to accumulate vacation leave pursuant to this Section 23.2 shall, upon separation, resignation or retirement or upon a change of the professional obligation from the calendar year to an academic year, be compensated for such leave credits not in excess of 30 days upon such separation, resignation, retirement or change of obligation, such payment to be

computed on the basis of the basic annual salary otherwise payable. In the case of death while in service, such payment shall be made to the deceased employee's estate or as provided pursuant to the Estates, Powers and Trust Law.

c. Use of Vacation Leave Credit. Vacation leave shall be taken at such times as may be approved by the Campus President.

d. Charges. For the purpose of this Section 23.2, no charge to vacation leave shall be made with respect to a day during any period of vacation absences upon which a calendar year employee would not otherwise have been required to be available to work consistent with the terms of his professional obligation.

§ 23.3 Vacation Leave: Academic Year Employees

a. Academic Year Employees: No vacation leave shall be granted to any academic year employee in addition to the time during which he is permitted to be absent in any calendar year by reason of the terms of his annual professional obligation. No such employee shall accrue credits for vacation leave.

§ 23.4 Sick Leave

a. Accruals and Accumulation. Employees serving on a full-time basis shall accrue credits for sick leave at the rate of 1 and ¾ days a month during each month, or major fraction thereof, of their service within the University. Calendar year

employees serving on a part-time basis shall accrue sick leave on a pro-rata basis during each month, or major fraction thereof, of their service within the University. Accumulation of sick leave credits in excess of 165 days pursuant to this subdivision shall not be permitted. To be eligible to accrue credit for sick leave pursuant to this Section 23.4 during each month, employees serving on a full-time basis or calendar year employees serving on a part-time basis must have been in full-pay status for each month or major fraction thereof. No employee shall be denied sick leave accruals for which he would otherwise be eligible pursuant to this subdivision because of his payroll mode.

b. Other Sick Leave Credit. Upon appointment to a position in the unclassified service, any sick leave credits accumulated pursuant to the attendance rules for the classified service shall be credited, and shall be used, if required, in accordance with the provisions of this Section 23.4.

c. Authorization of Chief Administrative Officer.

1. The Campus President shall permit employees who are unable to perform their duties because of a temporary disability to use any and all sick leave credits which they have accumulated pursuant to this Section 23.4.

2. The Campus President may grant employees additional sick leave at full salary or such part thereof as he may determine, provided, however,

that any such additional sick leave, together with any sick leave accumulated and used pursuant to this Section 23.4, shall not exceed a total of 6 months. No additional sick leave pursuant to this paragraph shall be approved until such time as all existing sick leave credits, including such sick leave credits as may have been accumulated pursuant to the attendance rules for the classified service, have been exhausted.

3. For the purposes of this Section 23.4, "temporary disability" shall be defined as any temporary mental or physical impairment of health, including such an impairment proximately resulting from pregnancy, which disables an employee from the full and proper performance of duty.

4. Subject to the prior approval of the Campus President, an employee shall be allowed to use up to a maximum of five days of sick leave, accumulated pursuant to this Section 23.4 in any Agreement year for absences from work necessitated by a death or illness in the employee's immediate family. The Campus President's approval of requests for sick leave for purposes described in this paragraph shall not be unreasonably withheld.

d. Sick Leave Without Salary. The Campus President may grant an employee sick leave without salary not to exceed 1 year.

e. Authorization by Chancellor. The Chancellor, after receiving the recommendation of the Campus President, may grant an employee such sick

leave, in addition to that provided by this Section 23.4, if any, as he may deem warranted at full salary or such part thereof as he may determine, or without salary.

f. Charges. For the purpose of this Section 23.4, no charge to sick leave shall be made with respect to a day during any period of absence for sickness during which an employee would not have otherwise been required to be available to work consistent with the terms of his professional obligation.

g. Substitute Services. During an employee's absence on sick leave, the Campus President shall make appropriate arrangements for carrying on the activities of such college with due regard to the reasonable work load of the other members of the professional staff and such persons on sick leave shall not be required or permitted to contribute toward the salary of a substitute during their absence.

h. For the purposes of this Section 23.4, the Campus President may at any time, require an employee to furnish suitable medical evidence from the employee's physician; in the absence of such suitable medical evidence, the Campus President may require an employee to be examined by a physician selected by the Campus at its expense.

§ 23.5 Other Leaves

a. Approval. The Campus President may recommend to the Chancellor other leaves of absence

at full salary or reduced salary, or may grant leaves of absence without salary for the purpose of professional development, acceptance of assignments of limited duration with other universities and colleges, governmental agencies, foreign nations, private foundations, corporations and similar agencies, as a faculty member, expert, consultant or in a similar capacity, or for other appropriate purposes consistent with the needs and interest of the State University. Leave of absence without salary may also be granted, under appropriate circumstances, for the purpose of child care. Leaves of absence at full or reduced salary shall be subject to the approval of the Chancellor.

b. Application. Applications for such leaves of absence shall be made to the Campus President. Each such application shall include a statement of the purpose for which the leave is requested, its anticipated duration and its value to the applicant and the University.

§ 23.6 Disability Leave

a. Disability Leave. Any employee, upon being discontinued from service pursuant to Section 309.7 of Title 8 of Chapter V of The Official Compilation of the Codes, Rules and Regulations of the State of New York, shall, upon request and after exhaustion of all leave accruals available pursuant to this Article, be granted a leave without pay for disability and shall be continued on such leave without pay for disability until such disability

ceases, the individual reaches age 65, or until his death, whichever event occurs first.

§ 23.7 Attendance Records.

a. Employees shall be required to certify their presence and record any absences on forms to be provided by the State. Employees shall also be required to record on such forms any charges to or accruals of vacation or sick leave credits. Such forms shall be submitted to the Campus President or his designee for review on a monthly basis.

§ 23.8 Limitations.

a. Term Appointments. Nothing contained in this Article shall be deemed to extend the term of an employee having a term appointment, and all leaves of absence shall, in any event, terminate upon the expiration of such term.

ARTICLE 24

Sabbatical Leave

§ 24.1 If the State proposes to change the Policies of the Board of Trustees relating to sabbatical leaves existing on the date of execution of this Agreement, notice of such proposed change shall be given to UUP and UUP shall thereupon have the right to reopen negotiations limited solely to the subject of sabbatical leave.

ARTICLE 25

Holidays

§ 25.1 A calendar year employee required to work on a day prescribed by law for the observ-

ance of New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Election Day, Thanksgiving Day or Christmas Day shall be granted an equivalent day off to be scheduled at times mutually convenient to the employee and the University. For purposes of this Article the term "calendar year employee" shall mean any employee having a 12-month professional obligation.

ARTICLE 26

Jury Service

§ 26.1 On proof of necessity of jury service, an employee shall be granted leave with pay without charge to leave credits, provided that he shall have agreed in writing prior to and as a condition of the granting of such leave to deliver to his appointing authority for transmittal to the Comptroller for deposit in the general fund of the State fees paid him for jury service. Leave with pay for jury service shall mean leave at the rate of pay the employee would have received had he not been on such leave.

ARTICLE 27

National and State Professional Meetings

§ 27.1 The State and UUP recognize the importance of attendance at national and state professional meetings to professional growth and

development and, accordingly, departments are encouraged to make funds available for attendance at such meetings.

ARTICLE 28

Medical Assistance

§ 28.1 It is agreed that in the event of a medical emergency resulting from an injury to an employee on the campus, the injured employee shall be given emergency first aid by a qualified staff nurse during the normal working hours of the nurse.

ARTICLE 29

Medical and Dental Faculty

§ 29.1 This Agreement incorporates the following portions of the agreement between the State and the Senate Professional Association, predecessor in interest to UUP, dated January 3, 1974: Appendix I, Appendix II, and Sections 2, 4 (except the portion of such Section 4 relating to total compensation) 5 and 7 of Appendix III.

§ 29.2 On or before December 1, 1974 either party may request the commencement of joint discussions to amend the matters referred to in Section 29.1 of this Article by serving a notice in writing of such request. Such discussions shall commence within 60 days of the date of such service. Any agreement reached by means of such joint discussions shall be incorporated in this

Agreement for its duration. If, on or before June 30, 1975, or such later date as may be mutually agreed upon by the parties, the joint discussions do not result in agreement between the parties, the portions of the Agreement referred to in Section 29.1 of this Article shall be continued for the duration of this Agreement.

ARTICLE 30

Individual Appointments

§ 30.1 No employee shall, as a result of an individual agreement, be denied the terms and conditions contained in this Agreement for which he would otherwise be eligible in accordance with the nature of his appointment.

ARTICLE 31

Personnel Files

§ 31.1 Each college shall maintain, for official University purposes, an official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee and formal, written evaluation reports prepared by an immediate supervisor, department chairman or dean as appropriate. All such materials shall be available to the employee for his review and response and shall be available to the Chancellor's Advisory Committee upon its request.

§ 31.2 An employee shall have the right to examine his personnel file during normal business hours. Statements solicited in connection with his appointment, reappointment, or promotion shall not be available to that employee.

§ 31.3 A designated member of UUP, having written authorization from the employee concerned, and in the presence of a representative of the University, may examine the official personnel file of the employee, except for the limitation provided above, if the examination relates to a filed grievance, a grievance in preparation, or written notice of discipline served upon the employee by the University.

§ 31.4 Copies of materials in an employee's official personnel file to which he is permitted access pursuant to provisions of this Article shall be made available to the employee upon his request and at his expense and he may file a statement in response to any such item.

§ 31.5 Unless prohibited by law, an employee shall be notified of any request for access to his official file other than related to official University purposes.

ARTICLE 32

Notice of Non-Renewal

§ 32.1 Written notice that a term appointment is not to be renewed upon expiration is to be

given to the employee by the Campus President or his representative as soon as possible and not less than:

a. Three months prior to the end of a term expiring at the end of such employee's first year of service within the University, but not later than March 1 for terms ending in June or August;

b. Six months prior to the end of a term expiring after the completion of one, but not more than two years of service within the University, but not later than December 15 for terms ending in June or August; and

c. Twelve months prior to the end of a term expiring after 2 or more years of service within the University.

ARTICLE 33

Job Security Review Procedures

§ 33.1 Definitions

a. "Professional staff" shall mean all persons occupying positions designated by the Chancellor as being in the unclassified service.

b. "Initial academic review" shall mean a review and recommendation by a committee of academic employees at the departmental level or, in the event academic employees are not organized along departmental lines, at the division, school, college or other academic employee organizational level next higher than the departmental level,

which may exist for the purpose of evaluating an academic employee for continuing appointment.

c. "Subsequent academic review" shall mean a review and recommendation by a committee of academic employees at the division, school, college or other academic employee organizational level next higher than the initial academic review committee which may exist for the purpose of evaluating an academic employee for continuing appointment.

d. "Immediate supervisor" shall mean the person so designated by the Campus President for purposes of evaluating a professional employee pursuant to the Policies of the Board of Trustees.

e. "Working days" shall mean Monday through Friday, excluding holidays.

§ 33.2 Request for Reasons

a. An academic or professional employee, within 10 working days following receipt of written notice that his term appointment will not be renewed upon its expiration, further employment following which expiration would be required by the Policies of the Board of Trustees to be on the basis of continuing or permanent appointment as the case may be, may submit to the Campus President, in writing, a request that he be apprised of the reasons for the notice of non-renewal.

§ 33.3 Response of Campus President

a. Within 10 working days following receipt by him of the employee's request pursuant to

Section 33.2 of this Article, the Campus President shall respond thereto in writing. Such response shall be as follows:

1. Academic employees.

A. Where the initial academic review committee has recommended that the employee not be granted continuing appointment, the Campus President shall indicate that the notice of non-renewal was provided in conformity with the recommendation of such appropriate academic review committee and the employee shall receive no further consideration of the non-renewal of his term appointment.

B. Where the initial academic review committee has recommended that the employee be granted continuing appointment and the subsequent academic review committee, if any, has not so recommended, the Campus President shall indicate the reasons for the notice of non-renewal and the employee shall receive no further consideration of the non-renewal of his term appointment.

C. Where the initial academic review committee has recommended that the employee be granted continuing appointment and a subsequent academic review committee, if any, has recommended that the employee be granted continuing appointment, the Campus President shall indicate the reasons for the notice of non-renewal and shall inform the employee of his right to a review.

2. Professional Employees

A. Where the employee's immediate supervisor has recommended that the employee not be granted permanent appointment, the Campus President shall indicate that the notice of non-renewal was provided in conformity with the recommendation of the appropriate member of the professional staff and the employee shall receive no further consideration of the non-renewal of his term appointment.

B. Where the employee's immediate supervisor has recommended that the employee be granted permanent appointment, the Campus President shall indicate the reasons for the notice of non-renewal and shall inform the employee of his right to a review.

§ 33.4 Procedure for Review

a. Within 10 working days following receipt by an employee of notification, in writing, by the Campus President of his right to a review of the reasons for non-renewal, such employee may submit to the Chancellor a request, in writing, that the Chancellor or his designee review the reasons for such notice of non-renewal.

b. Within 10 working days following receipt by the Chancellor of the employee's request for review submitted pursuant to subdivision a. of this Section, the Chancellor or his designee shall acknowledge the employee's request and shall notify both the employee and the Campus President that

a review of the matter shall take place by an *ad hoc* tripartite committee of members of the professional staff at the employee's campus, to be known as the Chancellor's Advisory Committee.

c. Within 10 working days following their receipt of the communication of the Chancellor or his designee referred to in subdivision b. of this Section, the Campus President and the employee each shall designate, in writing, a member of the professional staff at the employee's campus to serve on the Chancellor's Advisory Committee. Copies of the respective designations shall be provided to the employee, the Campus President and the Chancellor as appropriate.

d. Within five working days of their designation, the two members of the Chancellor's Advisory Committee shall designate, in writing, a third member from among a panel of members of the professional staff at the employee's campus to be determined in accordance with provisions of Section 33.5 of this Article. Upon designation of the third member, who shall be Chairman, the Chancellor's Advisory Committee shall be deemed to be fully constituted. Copies of the Chairman's designation shall be provided to the employee, the Campus President and the Chancellor. In the event the two members of the Chancellor's Advisory Committee cannot mutually agree upon a Chairman, selection of the Chairman shall be accomplished by alternately striking names from the

Campus Panel until one name remains. The right of first choice to strike shall be determined by lot.

e. Within five working days following the designation of the Chairman, the Chancellor's Advisory Committee shall convene to review the reasons upon which the employee was provided written notice that his term appointment would not be renewed upon its expiration. The scope of the review conducted by the Chancellor's Advisory Committee shall not exceed the following:

1. Where the reasons for the notice of nonrenewal were the employee's performance or competence, the Chancellor's Advisory Committee may review the substance of the judgments relating to such performance or competence.

2. Where the reasons for the notice of nonrenewal involved matters of program or educational mission, the review conducted by the Chancellor's Advisory Committee shall be limited to the sole question of whether the notice of nonrenewal was in fact based upon such considerations when issued. The Chancellor's Advisory Committee shall not be empowered to determine the correctness of determinations of the Campus President involving matters other than the employee's performance or competence, but shall satisfy itself that the matters of program or educational mission were the reasons for the decision and shall so state to the Chancellor.

f. The Chancellor's Advisory Committee shall conclude its review within 45 calendar days fol-

lowing the designation of the Chairman. Within five working days following conclusion of its review, the Chancellor's Advisory Committee shall forward its recommendations, in writing, to the Chancellor.

g. Following receipt of the Committee's recommendations, the Chancellor, pursuant to the Policies of the Board of Trustees, shall, within 45 calendar days, take such action concerning the appointment of the employee, as may, in his judgment, be appropriate, and shall notify in writing, the employee, the Committee, and the Campus President.

§ 33.5 Campus Panel

a. The Chairman of any *ad hoc* tripartite Chancellor's Advisory Committee shall be selected from a panel of members of the professional staff on an employee's campus. The panel shall be determined in the following fashion:

1. Prior to January 1, 1975 each Campus President and UUP Chapter President shall meet to select an appropriate number of mutually acceptable professional staff members on the campus to serve on the Campus Panel described in this Section 33.5.

2. In the event the Campus President and UUP Chapter President at a campus of the University do not agree on the membership of the Campus Panel by January 1, 1975, the selection of the Panel for such campus shall be completed by the

University Vice-Chancellor for Personnel and Employee Relations and the UUP President.

3. In the event the procedure in paragraph 2. above does not result in a Campus Panel by February 1, 1975, or such other date as may be mutually agreed upon, the matter of the selection of such Panel shall be referred to the Public Employment Relations Board for resolution.

§ 33.6 The provisions of this Article shall not be deemed to create any manner of legal right, interest, or expectancy in any appointment to continuing appointment or permanent appointment. Pursuant to the Policies of the Board of Trustees, a term appointment shall automatically expire at the end of its specified period.

§ 33.7 Neither provisions of this Article nor any review conducted pursuant thereto shall be subject to the provisions of Article 7, Grievance Procedure, of this Agreement.

§ 33.8 This Article shall apply to term appointments expiring on or after September 1, 1975.

ARTICLE 34

Transfer Rights

§ 34.1 Employees who desire to transfer to vacancies at other campuses within the University shall be given consideration for such vacancies.

§ 34.2 The University will use its best efforts to notify UUP of vacancies which exist among academic and professional positions.

§ 34.3 No employee shall be transferred to another campus within the University without his consent.

§ 34.4 No employee shall, because of transfer, lose rights as defined by this Agreement.

ARTICLE 35

Retrenchment

§ 35.1 Retrenchment shall be defined as the termination of the employment of any academic or professional employee during any appointment, other than a temporary appointment which may be terminated at any time, as a result of financial exigency, reallocation of resources, reorganization of degree or curriculum offerings or requirements, reorganization of academic or administrative structures, programs or functions or curtailment of one or more programs or functions University-wide or at such level of organization of the University as a campus, department, unit, program or such other level of organization of the University as the Chancellor or his designee deems appropriate.

§ 35.2 Consistent with the mission of the level of organization of the University at which retrenchment occurs, the Chancellor or his designee, after such consultation as may, in his judgment,

be appropriate, shall apply retrenchment among employees holding the same or similar positions subject to retrenchment at such level of organization in inverse order of appointment within each affected group of employees hereinafter referred to, as follows:

a. Part-time employees before full-time employees.

b. Full-time academic employees holding term appointments before those holding continuing appointments.

c. Full-time professional employees holding term appointments before those holding permanent appointments.

§ 35.3 The State will notify the persons affected by retrenchment as soon as practicable recognizing that, where circumstances permit, it is desirable to provide the following notice of termination:

a. For those holding a term appointment, at least four months.

b. For those holding a continuing or permanent appointment, at least one semester.

§ 35.4 At the time of retrenchment the University shall give special consideration for placement within the University to an employee whose services might be terminated as a result of retrenchment, provided that a suitable position for which the employee is otherwise qualified is available.

§ 35.5 For a period of two years following retrenchment, an employee removed as a result of retrenchment who is not otherwise employed in the University shall be offered reemployment in the same or similar position at the campus at which he was employed at the time of retrenchment should an opportunity for such reemployment arise. Any offer of reemployment pursuant to this Section must be accepted within 15 days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of reemployment is not accepted, the employee shall receive no further consideration pursuant to this Section. In the event such offer of reemployment is accepted, the employee, upon commencement of such reemployment, shall receive the following benefits to the extent permitted by applicable law, rule or regulation:

a. Seniority for purposes of retrenchment. The employee shall receive the same seniority for purposes of retrenchment as he held on the date of his termination by reason of retrenchment.

b. Appointments. An academic employee who held a continuing appointment on the date of his termination by reason of retrenchment shall resume his continuing appointment. A professional employee who held a permanent appointment on the date of his termination by reason of retrenchment and who is reemployed in the same position

shall resume his permanent appointment, otherwise he shall be given a term appointment.

c. Prior service credit. An employee who held a term appointment on the date of his termination by reason of retrenchment or who held a permanent appointment but is not reemployed in the same position held prior to termination by reason of retrenchment shall be granted a new term appointment and shall be credited with all prior continuous service up to a maximum of four years for purposes of eligibility for permanent or continuing appointment.

d. Sick leave An employee shall be credited with the sick leave accruals which he had on the date of his termination by reason of retrenchment.

ARTICLE 36

Agency Shop

§ 36.1 In the event that legislation is enacted which permits public employers and employee organizations to enter into collective negotiation agreements providing for employee organization security of a type commonly known as "agency shop" or in the event the New York Court of Appeals removes the legal impediments to such form of employee organization security and in the event a substantially sized political subdivision of the State of New York enters into such an agreement, then UUP shall have the right to reopen negotiations with the State solely to seek agreement upon an agency shop provision per-

missible in accordance with law. All other provisions of this Agreement will remain in full force and effect during the course of any such reopened negotiations.

ARTICLE 37

Savings Clause

§ 37.1 In the event that any article, section or portion of this Agreement is found to be invalid or unenforceable by a final decision of a tribunal of competent jurisdiction or shall be in conflict with a national policy of wages and prices, or shall have the effect of a loss to the State of funds or property or services made available through Federal law then such specific article, section or portion specified in such decision or which is in such conflict or having such effect shall be of no force and effect, but the remainder of this Agreement shall continue in full force and effect. In such an event either party shall have the right to immediately reopen negotiations with respect to the article, section or portion of this Agreement involved. The parties agree to use their best efforts to avoid any situation which might threaten such loss, and to contest any action which might result in such a loss to the State.

ARTICLE 38

Management Rights

§ 38.1 Except as expressly limited by other provisions of this Agreement, all of the authority,

rights and responsibilities possessed by the State are retained by it.

ARTICLE 39

Conclusion of Collective Negotiations

§ 39.1 This Agreement is the entire agreement between the State and UUP, terminates all prior agreements and understandings and concludes all collective negotiations during its term, except as expressly otherwise provided in this Agreement. During the term of this Agreement, neither party will unilaterally seek to modify its terms through legislation or any other means. The parties agree to support jointly any legislation or administrative action necessary to implement the provisions of this Agreement. Where reopened negotiations are provided for, the subject of such reopened negotiations shall be solely limited to the subjects specified and all other provisions of this Agreement shall remain in full force and effect during the course of such reopened negotiations.

ARTICLE 40
LEGISLATIVE ACTION

§ 40.1 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 41

Duration

§ 41.1 This Agreement shall be effective for the period from July 1, 1974 to June 30, 1976.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives on June 20, 1974.

THE EXECUTIVE BRANCH
OF THE STATE OF NEW YORK

Melvin H. Osterman, Jr.
Director of Employee Relations

Leonard R. Kershaw
Assistant Director of Employee Relations

UNITED UNIVERSITY
PROFESSIONS, INC.

Lawrence A. DeLucia
President

Leland Marsh
Chairman, Negotiating Team

Negotiating Team

Cheryl Carlucci
Michael Fleming
John Holt
Harvey Inventasch
William Lister
Samuel Wakshull